

To: The Honorable Mayor and City Council

From: Ruby Crenshaw-Johnson, Purchasing Department

Date: April 23, 2013

RE: **AUTHORIZATION TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF FIFTEEN THOUSAND DOLLARS (\$15,000) TO PROCURE A CHARTER SCHOOL CONSULTANT**

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**RECOMMENDATION**

Staff is requesting from the Mayor and Council authorization for the City Manager to issue a purchase order in the amount of \$15,000 to retain the services of a LBS Services, Inc for Charter School Consulting Services.

**BACKGROUND**

The City is interested in bringing a high school to the western portion of the City in order to better serve its residents. Currently, high school age North Miami residents that live west of I-95 and choose to attend public school must leave the City to attend Miami Central High School (1781 NW 95 Street). In order to keep this from happening into the future, the City will need to look at options beyond the standard public high school because the Miami-Dade County School is not looking at this area for a new high school.

After initial exploration, the best option available to the City at this time would be to explore developing a charter high school on the western portion of the Claude Pepper Park property. City staff has held an exploratory meeting with Miami-Dade County School Board staff and Miami-Dade College to judge their interest in partnering in such an endeavor. The results of both meetings were extremely positive and staff is interested in moving forward with the exploratory phase.

In order to move forward, there is a need to hire a consultant to facilitate the initial exploratory and planning phase. The consultant will be brought in to perform the following:

1. Meet with designated City officials to explain different options and timelines related to the City's participation in a new public charter school.
2. Clarify goals and expectations and identify a common vision.
3. Develop a detailed timeline for the initial three (3) month exploratory phase.
4. Identify all interested and affected public and private institutions and individuals.
5. Facilitate meetings with public and private sector officials.
6. Meet with members of the community and a representative group of parents to develop a participatory and inclusive process.
7. Assist City Officials in obtaining a deeper understanding of the available educational options to the community and the potential role of a new charter school in meeting the identified needs of the community.
8. Develop a budget for the proposed charter school
9. Identify potential partnership opportunities with public and private sector entities and individuals.
10. Develop projected student growth, geographic distribution and concentration of schools/enrollment (current and projected).
11. Other educational issues as identified by the City.

Staff solicited quotations from three (3) firms and LBS Services, Inc was the lower bidder and provided qualifications that best meet the needs to fulfill these requirements.

Funding for this service will come from the Biscayne Landing funds.

**Attachments**

Tabulation

Proposal



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, APPROVING THE SELECTION OF LBS SERVICES, INC., TO PROVIDE PROFESSIONAL CONSULTING SERVICES TO FACILITATE THE ESTABLISHMENT OF A PUBLIC CHARTER SCHOOL AT THE CLAUDE PEPPER PARK SITE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, FOR THE PROVISION OF CONSULTING SERVICES IN THE AMOUNT NOT TO EXCEED FIFTEEN THOUSAND DOLLARS (\$15,000.00), FROM BISCAYNE LANDING PROCEEDS; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

**WHEREAS**, the City administration is desirous of acquiring professional consulting services from a qualified and experienced consulting firm to facilitate and implement the opening of a public charter school at the Claude Pepper Park site ("Services"); and

**WHEREAS**, the City administration wishes to engage the consulting services of a professional consultant, well versed in the requirements and interaction between the public sector and private segments of public charter schools, including charter school lenders and developers; and

**WHEREAS**, LBS Services, Inc. ("Consultant"), possesses unique skills, knowledge, relationships and experience to execute the Services necessitated by the City; and

**WHEREAS**, Consultant's combined qualifications and cost proposal, were reviewed and ranked by the City administration as the most advantageous to the City for the provision of Services; and

**WHEREAS**, the City Manager has determined that it is in the best interest of the City to enter into an agreement with Consultant, and respectfully requests that the Mayor and City Council approve the selection of Consultant, for the provision of Services.

**NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:**

**Section 1.**      **Selection Approval and Authority of City Manager.** The Mayor and City Council of the City of North Miami, Florida, hereby approve the selection of LBS Services, Inc., to provide professional consulting services to facilitate the establishment of a public charter school at the Claude Pepper Park site, and authorize the City Manager to execute an agreement, in substantially the attached form, for the provision of consulting services in the amount not to exceed Fifteen Thousand Dollars (\$15,000.00), from Biscayne Landing proceeds.

**Section 2.**      **Effective Date.** This Resolution shall be effective immediately upon adoption.

**PASSED AND ADOPTED** by a \_\_\_\_\_ vote of the Mayor and City Council of the City of North Miami, Florida, this \_\_\_\_\_ day of April, 2013.

\_\_\_\_\_  
ANDRE D. PIERRE, ESQ.  
MAYOR

ATTEST:

\_\_\_\_\_  
MICHAEL A. ETIENNE, ESQ.  
CITY CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

\_\_\_\_\_  
REGINE M. MONESTIME  
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

**Vote:**

Mayor Andre D. Pierre, Esq.	_____ (Yes)	_____ (No)
Vice Mayor Marie Erlande Steril	_____ (Yes)	_____ (No)
Councilperson Michael R. Blynn, Esq.	_____ (Yes)	_____ (No)
Councilperson Scott Galvin	_____ (Yes)	_____ (No)
Councilperson Jean R. Marcellus	_____ (Yes)	_____ (No)

Contract #:

28-12-13

Contract Title:

Charter School Consultant

Bid Opening Date:

4/10/2012

Prepared By:

Linda Julien

	LBS Services, Inc		Put Students in Your School		MAI Creative, LLC	
	Responsive		Responsive		Responsive	
FEIN #:	46-2397132		45-2452062		26-4648797	
Address:	3024 NW 99th Place		9741 NW 31st		5070 NW 116th st	
City / State/ Zip	Doral, FL		Doral, FL		Doral, FL	
Phone:	786-351-3605		305-965-2354		305-321-3336	
Contact:	Frank Bolanos		Fabio Galoppi		Marcelo Bianchi	
Email:	<a href="mailto:FrankBolanos@bellsouth.net">FrankBolanos@bellsouth.net</a>		<a href="mailto:studentsinschool@gmail.com">studentsinschool@gmail.com</a>		<a href="mailto:mbm@maicreative.com">mbm@maicreative.com</a>	
Local Preference Affirmed:	No		No		No	
Charter School Consulting Service	\$15,000.00		\$20,000.00		\$25,000.00	

We are recommending LBS Services, Inc as the Charter School Consultant





## INVITATION TO QUOTE

City of North Miami  
North Miami, Florida 33161

**THIS IS NOT  
AN ORDER**

QUOTATION NO.: 28-12-13 ITQ

TITLE: Charter School Consultant

DUE DATE: Wednesday, April 10, 2013

TIME: 2:00 PM

EMAIL QUOTATIONS: [ljulien@northmiamifl.gov](mailto:ljulien@northmiamifl.gov)

CONTACT PERSON: Linda Julien

PHONE: (305) 895.9886

E-MAIL: [ljulien@northmiamifl.gov](mailto:ljulien@northmiamifl.gov)

**NOTES:**

1. All prices shall be F.O.B. Destination delivery point including all costs and freight unless otherwise specified
2. Failure to complete and sign this form renders your bid/quotation non-responsive and ineligible for award

ITEM	QUANTITY	UNIT	DESCRIPTION	TOTAL PRICE
1.	1	Lot	Charter School Consulting Service	\$ 15,000.00

Method of Award: Award will be made to the lowest bidder whose proposal is in the best interest of the City.

Local preference will be applied as applicable (see below)

Addenda Received: ☐ Yes ☒ No If yes, please indicate the number of addenda received: \_\_\_\_\_  
All Addenda are posted on the City's website at [www.northmiamifl.gov](http://www.northmiamifl.gov)

It is hereby certified and affirmed that the bidder shall accept any awards made as a result of this quotation. Bidder further agrees that prices quoted will remain fixed for a period of sixty (60) days from date quotation is due.

Authorized Signature: [Signature] Title: Pres.

Print/Type Name: FRANK BOLANOS Phone: 786-351-3605

E-mail: frankbolanos@bellsouth.net Fax: -

Firm Name: LBS SERVICES, INC. F.E.I. ID No.: 4161231971132

Address: 3024 NW 99 PL City: DORAL State: FL

- ☐ **LOCAL PREFERENCE CERTIFICATION:** For the purpose of this certification, a "local business" is a business that has a valid local business tax receipt, issued by the City of North Miami at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased AND; a business that has a physical business address located within the limits of the City of North Miami from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address.

OR

- ☐ **WORKFORCE LOCAL PREFERENCE CERTIFICATION:** The local preference may be applied to firms with a least ten percent (10%) of its total workforce residing within the geographical boundaries of the City. Place a check mark here [ ] only if affirming bidder meets requirements for workforce Local Preference. Failure to complete this certification at this time (by checking the box above) shall render the Bidder ineligible for Workforce Local Preference.

OR

- ☐ **SUBCONTRACTOR LOCAL PREFERENCE CERTIFICATION:** The local preference may be applied to firms that subcontract at least ten percent (10%) of the contractual amount of a City project to subcontractor who are physically located within the City of North Miami. (Must complete forms A-3a Statement of Intent & A-3b Participation Schedule.) Place a check mark here [ ] only if affirming bidder meets requirements for Subcontractor Local Preference. Failure to complete this certification at this time (by checking the box above) shall render the Bidder ineligible for Subcontractor Local Preference.

All referenced forms can be found on the City's website at  
<http://www.northmiamifl.gov/departments/purchasing/forms.asp>

#### SCOPE OF WORK

The City of North Miami is seeking a qualified Charter School Consultant to perform services in accordance with the degree of care and skill ordinarily exercised by reputable member of its profession.

#### CUT OFF FOR QUESTIONS:

The cut off for question on this project is Monday, April 8, 2013 by 12 noon. All questions must be submitted in writing to Linda Julien via email to [Ljulien@northmiamifl.gov](mailto:Ljulien@northmiamifl.gov).

#### TECHNICAL SPECIFICATIONS:

Consultant shall provide necessary planning and development for the cooperation between City, School Board, Colleges/Universities, charter school lenders, builders and managers, as well as other interested and affected parties. Such services shall include work for the purpose of promoting and achieving the City's objectives.

1. Meet with designated City officials to explain different options and timelines related to the City's participation in a new public charter school.
2. Clarify goals and expectations and identify a common vision.
3. Develop a detailed timeline for the initial three (3) month exploratory phase.
4. Identify all interested and affected public and private institutions and individuals.
5. Facilitate meetings with public and private sector officials.
6. Meet with members of the community and a representative group of parents to develop a participatory and inclusive process.
7. Assist City Officials in obtaining a deeper understanding of the available educational options to the community and the potential role of a new charter school in meeting the identified needs of the community.
8. Develop a budget for the proposed charter school
9. Identify potential partnership opportunities with public and private sector entities and individuals.
10. Develop projected student growth, geographic distribution and concentration of schools/enrollment (current and projected).
11. Other educational issues as identified by the City.

#### ADDITIONAL INFORMATION:

Award of this bid will be made to the lowest responsive responsible bidder, whose proposal is in the best interest of the City. All vendors must be registered with the State of Florida and required to submit a copy of an active State of Florida business license in the requested file of work.

- Proposal must include a biography of past charter school experience within the past three years
- Include two references that are in direct relation with this type of work, which the City may contact.



# Frank J. Bolaños

School Development & Educational Consultant

## Background

Frank Bolaños is an educational leader and Fortune 500 senior executive that utilizes his leadership skills, experience and energy to favorably impact the lives of others.

## Skills

- ▶ An educational and community leader accustomed to developing synergistic public-private partnerships
- ▶ A university board member with management and fiduciary oversight experience
- ▶ A senior executive with proven success in business development, financial and business management, communications, advertising, marketing & public relations
- ▶ Led educational, technology and business driven reforms as Chairman of the School Board at Miami-Dade County Public Schools, the nation's fourth largest school system
- ▶ A high profile, proven leader accustomed to developing long-term relationships and steady, sustainable organizational growth and shareholder satisfaction

## Educational Experience

- ✚ Developed facilities acquisition plan and supporting educational programs.
- ✚ Assisted in site development and zoning approvals for charter school.
- ✚ Led strategic planning discussions.
- ✚ Supports intergovernmental relations.
- ✚ Identified and established relationships with charter school management companies.
- ✚ Led charter school application process and submission.
- ✚ Supported board training, curriculum program, financial statements and business plan.
- ✚ Founded Educational Foundation; recruited & trained staff & Board of Directors.
- ✚ Conducted strategic research on the US charter school market.
- ✚ Created a business plan development for higher education institution.
- ✚ Helped develop a character education program.
- ✚ Team leader for the application and submission of the FDOE Implementation Grant response for new charter schools.

## Chairman

Miami-Dade County School Board, Miami, FL

- ✚ Developed & oversaw the functions of four (4) strategic planning, board administration and policy-making committees:

**Facilities & Construction:** Coordinates real estate, land acquisition and development, growth management, facilities planning, construction, maintenance, plant operations, and related construction and maintenance procurement and rulemaking.



**Instructional Excellence:** Develops curriculum and instruction, educational planning and assessment, exceptional student education, student services, federal programs, grants administration, education evaluation and research, community relations, media communications, public relations, information and marketing, and procurement and rulemaking.

**Innovation & Efficiency:** Directs accountability, systemic reform, strategic planning, performance improvement, budget, financial investments, risk and benefits management, information technology, energy management, transportation, food services, legislative and intergovernmental policies and related procurement and rulemaking.

**School Accountability:** Supports the delivery of educational services at the school site including, attendance services and boundaries, school security, police and district safety, student discipline, uniforms, school improvement zone, educational facilities compliance, personnel, wage and salary, human resources, leave and retirement, employee support programs, teacher education certification, professional standards, professional development, equal educational opportunity and diversity compliance, labor relations and related school operations procurement and rulemaking.

### **Business Experience**

BellSouth/at&t, Miami, FL

- ✦ Interacted with community leaders on a regular basis as the company's top community representative
- ✦ Oversaw a school-based learning program with Miami-Dade County School System that served over 40 schools annually and reached over 60,000 students
- ✦ Developed a cultural diversity training program to improve customer satisfaction & sales effectiveness
- ✦ Led Division's Hispanic initiatives and products throughout its multi-state service area
- ✦ Market expansion, business plan creation & submission, research, product development & implementation, as well as managing internal and external advertising and public relations functions
- ✦ Supported client's important and sensitive intergovernmental and community relations initiatives
- ✦ Developed new markets and products in 18 top markets in several States
- ✦ Public speaker representing Company at conferences, events and seminars
- ✦ Implemented niche-marketing action plans
- ✦ Coordinated advertising and marketing efforts between Hispanic advertising agency, Company, Corporate, and regional sales offices

### **Awards & Recognitions**

FIU Distinguished Alumni Medallion

Miami-Dade College Alumni Hall of Fame

South Florida Chamber of Commerce Executive of the Year

Interamerican Businessmen's Association Businessman of the Month



# **PROPOSAL TO THE CITY OF NORTH MIAMI**

## **QUOTATION NO.: 28-12-13 ITQ**

**TITLE: Charter School Consultant**

**DELIVERED VIA EMAIL TO:**  
**ljulien@northmiamifl.gov**

### **QUALIFICATIONS**

LBS has extensive, successful experience assisting its clients to research and enter the public charter school arena. The list of clients encompass some of the leading and largest educational service companies in the U.S., including:

- Santillana Publishing
- SODEXO
- Charter Schools USA
- Franklin Academy
- Preferred Meal Services
- Voyager Learning

Frank Bolaños of LBS Services, Inc. is the former chairman of the Miami-Dade County School Board, the fourth largest in the nation. He also is a former senior executive with BellSouth/at&t. Bolaños is accustomed to developing long-lasting public-private partnerships. His areas of expertise include market research, governmental relations and charter school governance

### **OBJECTIVE**

LBS and Frank Bolaños will provide the necessary planning and development for the cooperation between City, School Board, Colleges/Universities, charter school lenders, builders and managers, as well as other interested and affected parties. Such services shall include work for the purpose of promoting and achieving the City's objectives.



**LBS Services, Inc.**  
**Frank Bolaños**



## TECHNICAL SPECIFICATIONS

1. *Meet with designated City officials to explain different options and timelines related to the City's participation in a new public charter school.*

### Description of Deliverables:

- Exploratory meeting with client
- Review of different educational options available to a municipality
- Comprehensive review of district/state charter application process
- Outline of charter application components for the district

2. *Clarify goals and expectations and identify a common vision.*

LBS will assist client in clarifying their goals & objectives.

3. *Develop a detailed timeline for the initial three (3) month exploratory phase.*

A detailed timeline will be developed in cooperation with the client. The initial suggested timeline is, as follows:

April 15<sup>th</sup> – 30<sup>th</sup>: Project Discussions, Client meetings, Define Mission, Goals & Deliverables  
May 1<sup>st</sup> – 15<sup>th</sup>: Qualitative Research – Individual meetings with stakeholders & partners  
May 16<sup>th</sup> – 31<sup>st</sup>: Submission and discussion of Initial Findings  
June 1<sup>st</sup> – 30<sup>th</sup>: Additional Research  
July 15<sup>th</sup>: Research & Findings Submitted

4. Identify all interested and affected public and private institutions and individuals.

Qualitative, confidential interviews with Charter School operators, principals and public school district employees (that oversee charter schools) to identify their needs and reaction to this approach

5. Facilitate meetings with public and private sector officials.

LBS will facilitate meetings with elected officials, community and civic leaders in order to ascertain the level of support and potential partnerships.

6. Meet with members of the community and a representative group of parents to develop a participatory and inclusive process.

Develop presentation for client to present to target audience(s) and assist with presentation

7. Assist City Officials in obtaining a deeper understanding of the available educational options to the community and the potential role of a new charter school in meeting the identified needs of the community.



Analysis of all factors that influence charter school feasibility including:

- Demographics
- Political environment
- Financial forecasting
- Governance

*8. Develop a budget for the proposed charter school*

A five year budget and monthly cash flow statement will be developed and reviewed with City officials. Sources of public and private revenues will be reviewed and discussed.

*9. Identify potential partnership opportunities with public and private sector entities and individuals.*

The myriad of potential partners will be explored and discussed with City officials. Partnering opportunities with the school district, corporate sponsors and colleges and universities will be developed.

- Review of existing and successful partnerships between municipalities, charter schools and other entities.
- The current role, relationship and level of interdependency with management organizations.
- Identify key management organizations (for profit and non-profit), who they are, ownership/type of organization, business model, strength of relationship with granting entities, ability to grow, partnership potential, contact information, number of schools affiliated with them and enrollment, geographic area of impact, current strengths and weaknesses.
- Understanding needs and decision making process in charter schools not affiliated with a management organization, and identify opportunity to serve this sub-segment.
- Identify current service providers in key areas

*10. Develop projected student growth, geographic distribution and concentration of schools/enrollment (current and projected).*

LBS will assist the City in obtaining a deeper understanding of the charter school segment in order to assess the pros and cons of this educational choice option.

- Projected growth, geographic distribution and concentration of schools/enrollment (current and projected)
- Project the future outlook of charter schools and the impact of economic and political factors that may impact their growth
- Thorough understanding of charter school segment objectives, needs and challenges
- Market size and opportunity analysis



- Analysis of key segments, areas of opportunity and challenges to overcome

*11. Other educational issues as identified by the City.*

LBS will assist the City in considering other issues that are related to the educational purposes of the City in its desire to fulfill the needs and aspirations of its residents.

## References

Dr. Arnhilda Badia  
Badia & Associates  
[badiaa@fiu.edu](mailto:badiaa@fiu.edu)

Douglas Rodriguez  
Doral Academy Charter School  
[drodriguez4145@gmail.com](mailto:drodriguez4145@gmail.com)  
(786) 351-4270

## Financial Proposal

The total cost for the scope of services presented in this proposal is \$15,000, payable in three (3) monthly installments. The first installment is due upon execution of the agreement between the City and LBS. The other two (2) payments are due on May 15, 2013 and June 15, 2013.



LBS Services, Inc.

3024 NW 99 PL., Doral, FL 33172 | Telephone 786-351-3605

[frankbolanos@bellsouth.net](mailto:frankbolanos@bellsouth.net)

## **PUBLIC CHARTER SCHOOL CONSULTING AGREEMENT**

**THIS CHARTER SCHOOL CONSULTING AGREEMENT** ("Agreement") is made and entered into as of this \_\_\_ day of \_\_\_\_\_ 2013, between the City of North Miami, a Florida municipal corporation with a principal address of 776 NE 125<sup>th</sup> Street, North Miami, Florida ("City"), and LBS Services, Inc., a for-profit corporation organized and registered to do business in the State of Florida, having its principal business address at 2977 McFarlane Rd., S. 303, Coconut Grove, Florida ("Consultant"). The City and Consultant shall collectively be referred to as the "Parties", and each may individually be referred to as a "Party".

### **RECITALS**

**WHEREAS**, the City administration is desirous of acquiring professional consulting services to ascertain the feasibility of facilitating the opening of a public charter school at the Claude Pepper Park site; and

**WHEREAS**, the City administration wishes to engage the consulting services of a professional consultant, well versed in the requirements and interaction between the public sector and private segments of public charter schools, including charter school lenders and developers; and

**WHEREAS**, LBS Services, Inc. ("Consultant"), possesses unique skills, knowledge, relationships and experience to execute the Scope of Services required by this Agreement; and

**WHEREAS**, the City Manager has determined that it is in the best interest of the City to enter into an agreement with Consultant for the provision of Services, in accordance with the terms and specifications contained in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows.

### **ARTICLE 1 - PURPOSE**

1.1 The purpose of the Agreement is to acquire professional charter school consulting services from the Consultant for the coordination of the City's exploratory phase of facilitating the opening of a public charter school at the Claude Pepper Park site, in the manner more fully described in Article 2 below.

### **ARTICLE 2 - SCOPE OF SERVICES**

2.1 Consultant shall provide the necessary planning and development services to obtain the requisite cooperation between the City, the School Board of Miami-Dade County, Colleges/Universities, charter school lenders, builders and managers, as well as other interested and affected parties and stakeholders. Such services shall include work for the purpose of promoting and achieving the City's objectives including, but not limited, to the following:

- 2.1.1 Meet with designated City officials to explain different options and timelines related to the City's participation in a new public charter school.



- 2.1.2 Clarify goals and expectations and identify a common vision.
  - 2.1.3 Develop a detailed timeline for the initial three (3) month exploratory phase.
  - 2.1.4 Identify all interested and affected public and private institutions and individuals.
  - 2.1.5 Facilitate meetings with public and private sector officials.
  - 2.1.6 Meet with members of the community and a representative groups of parents to develop a participatory and inclusive process.
  - 2.1.7 Assist City officials in obtaining a deeper understanding of the available educational options to the community and the potential role of a new charter school in meeting the identified needs of the community.
  - 2.1.8 Develop a budget for the proposed charter school.
  - 2.1.9 Identify potential partnership opportunities with public and private sector entities and individuals.
  - 2.1.10 Develop projected student growth, geographic distribution and concentration of schools/enrollment (current and projected).
  - 2.1.11 Resolve any other educational issues as may be identified by the City.
- 2.2 Consultant shall perform Services in accordance with the degree of care and skill ordinarily exercised by reputable members of its profession.

2.3 Consultant represents and warrants to the City that: (i) Consultant possesses all qualifications, licenses and expertise required for the provision of Services, with personnel fully licensed by the State of Florida; (ii) Consultant is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) all personnel assigned to perform Services (if any) shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner and at such times and locations as described by the City for the budgeted amount; and (v) the person executing this Agreement on behalf of Consultant is duly authorized to execute same and fully bind Consultant as a Party to this Agreement.

### **ARTICLE 3 – TERM OF AGREEMENT**

3.1 Subject to authorized adjustments, the Term of Agreement shall be three (3) months from the date of execution. The Consultant agrees that the performance of Services shall be pursued on schedule, diligently and uninterrupted at a rate of progress which will reasonably ensure full completion of Services within the agreed time for performance.

#### **ARTICLE 4 – COMPENSATION**

4.1 The Consultant shall be compensated an amount not to exceed Fifteen Thousand and no/100 Dollars (\$15,000.00), payable in three (3) equal installments of Five Thousand and no/100 Dollars (\$5,000.00) each, for Services rendered in the manner specified in this Agreement.

4.2 Funding for this Agreement is contingent on the availability of funds and the Agreement is subject to amendment or termination due to lack of funds or a reduction of funds, upon ten (10) days written notice to Consultant.

#### **ARTICLE 5 - INDEPENDENT CONSULTANT**

5.1 Consultant has been procured and is being engaged by the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Consultant shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of the City, nor any rights generally afforded classified or unclassified employees of the City.

#### **ARTICLE 6 - CITY'S TERMINATION RIGHTS**

6.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon ten (10) days written notice to Consultant. In such event, the City shall pay Consultant compensation for Services rendered prior to the effective date of termination. The City shall not be liable to Consultant for any additional compensation, loss of profits, or for any consequential or incidental damages.

#### **ARTICLE 7 – NOTICE**

7.1 All notices, demands, correspondence and communications between the City and Consultant shall be deemed sufficiently given under the terms of this Agreement when dispatched by mail or facsimile, addressed as follows:

For Consultant: LBS Services, Inc.  
Attn: Frank Bolaños, President  
2977 McFarlane Rd., S. 303  
Coconut Grove, FL 33173

To City: City of North Miami  
776 N.E. 125<sup>th</sup> Street  
North Miami, Florida 33161  
Attention: City Manager

With a copy to: City of North Miami  
776 N.E. 125<sup>th</sup> Street  
North Miami, Florida 33161  
Attention: City Attorney

7.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.



#### **ARTICLE 8 - INDEMNIFICATION**

8.1 The Consultant shall defend, indemnify and hold harmless the City, its officers and employees from and against any and all claims, costs, losses and damages including, but not limited to reasonable attorney's fees, caused by the negligent acts or omissions of the Consultant, its officers, directors, agents, partners, subcontractors, employees and managers in the performance of the Services under this Agreement.

8.2 Nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes.

#### **ARTICLE 9 - PUBLIC RECORDS**

9.1 Consultant understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law.

#### **ARTICLE 10 - MISCELLANEOUS PROVISIONS**

10.1 This Agreement constitutes the sole and entire agreement between the Parties. No modification or amendments to this Agreement shall be binding on either Party unless in writing and signed by both Parties.

10.2 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Miami-Dade County, Florida.

10.3 The Consultant agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

10.4 Services shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City.

10.5 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

*[The remainder of this page is intentionally left blank.]*

**IN WITNESS WHEREOF**, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:

LBS Services, Inc., a for-profit corporation:

Corporate Secretary or Witness:

**"Contractor":**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

City of North Miami, a Florida municipal Corporation: **"City"**

By: \_\_\_\_\_

Michael A. Etienne  
City Clerk

By: \_\_\_\_\_

Stephen E. Johnson  
City Manager

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: \_\_\_\_\_

Regine M. Monestime  
City Attorney